

4. Shared Costs. Relocation costs that will be shared by the affected Parties shall consist of all payments actually made by a Party to an Incumbent, or to vendors or contractors providing goods or services which represent a direct cost of relocating the Incumbent's Microwave Link(s), in connection with relocation of an Incumbent's Microwave Link(s) as described in Section 1 above, including but not limited to the costs set forth in Exhibit 1 hereto. Such costs shall not include payments made to a representative of a Party acting on behalf of the Party to negotiate or otherwise arrange relocation.

If an affiliate with 30 percent or more common ownership of any Party seeking cost sharing provides any item included in cost sharing as detailed above, then recovery of such affiliate expenses shall be had to the extent that the affiliate has provided the same products and services to third parties at the request of such parties at the same market prices for which recovery is sought herein. If an independent market price does not exist, then the recovery shall be based on the lowest price for sales of identical products or services to non-affiliates in situations not covered by this Agreement or to an actual cost plus 15 percent return on invested capital associated with such products and services.

5. Allocation of Shared Costs. The relocation costs shall be shared equally, unless otherwise provided herein, by all Parties who hold PCS licenses that are impacted as described in Section 1 above, provided that such costs are justified as set forth below in Section 7.

6. Relocation of Another Party's Link(s). Costs will not be shared equally in the event that a party relocates a Microwave Link that is not co-channel with its own licensed A or B band but which is co-channel with the licensed A or B band of another party (or "second party") to this Agreement if within one (1) year of the final payment to the Incumbent or actual decommissioning of the Microwave Link, whichever is later, this second party meets the requirements of Section 1 with regard to the Microwave Link which is co-channel with its licensed A or B band. In this circumstance, the second party will be responsible for 75% of the relocation costs for the Link which is co-channel with its licensed A or B band.

7. Justification of Shared Costs. Justification of costs to be shared pursuant to sections 4, 5, 6, 8 and 9 shall be made in the manner set forth in this section and no party shall be obligated to share such costs unless such justification has been made. Total costs paid or payable to an Incumbent for any given relocation shall be justified among the affected Parties on a per-link basis as follows:

a. Up to and including \$250,000. The Party making payment of such relocation costs and seeking sharing of such costs shall have the obligation to show that the payments were actually made to the Incumbent, or clearly for the benefit of the Incumbent and by agreement with the Incumbent, in connection with such relocation.

b. Over \$250,000. The Party making payment of such relocation costs and seeking sharing of such costs shall provide documentation showing that the costs were reasonably necessary and reflect actual costs of relocation spent by the Incumbent, or clearly for the benefit of the Incumbent and by Agreement with the Incumbent, for relocation. Any costs above \$250,000 that do not reasonably reflect actual costs of relocation, such as a premium to expedite early relocation, shall be the responsibility of the Party making the payment. The Party making the payment shall be responsible for obtaining backup documentation through its agreement with the Incumbent.

c. By way of example, if a Party pays \$300,000 to an Incumbent for relocation, \$200,000 of which is for actual relocation costs that are spent by the Incumbent, and \$100,000 of which is a premium to secure early relocation, then the Party who pays for the Incumbent relocation shall be entitled to reimbursement of \$125,000 of the \$250,000 from the other affected Party, and shall be solely responsible for the remaining \$50,000.

d. The Parties understand and agree that a Party seeking the sharing of costs for relocation of more than one Microwave Link within a single Microwave Network or more than one Microwave Link relocated pursuant to a single transaction or closely related transactions with a single Incumbent shall seek reimbursement using either the justification method described at Section 7.a or 7.b, but not both. If method 7.a is selected, the Party seeking reimbursement will not be reimbursed in an amount greater than \$125,000 per Microwave Link, or \$187,500 where Section 6 applies. If method 7.b is selected, the party seeking reimbursement shall provide documentation according to 7.b for all the Microwave Links in question whether or not the cost of relocating any individual link exceeds \$250,000.

e. Interest, cost of money and depreciation will not be taken into account in determining relocation costs for cost sharing purposes except as set forth in Section 15 below.

f. The expenses for long-term leases of facilities that replace Microwave Links (e.g., fiber transport) may be paid by the negotiating party on a monthly basis. Any financial commitments associated with such long-term contracts for alternative leased facilities shall be discounted on a net present value basis using the applicable Federal Rate as defined in the Internal Revenue Code and/or Regulations over a ten-year view period. The calculation must be based on the actual terms of the contract. The result of the net present value calculation becomes the amount that is subject to sharing under sections a. and b. above.

g. The cost of relocating a Microwave Link that operates outside of the 1850 MHz to 1990 MHz band width shall be treated as a premium as described in this section.

8. Common Support Facilities. Relocation costs incurred for common support facilities at a node where more than one (1) Microwave Link terminates will be allocated equally among the Links, including Stranger Links, terminating at that node.

9. Stranger Links. Notwithstanding any contrary portion of this Agreement, a Party to this Agreement which moves a Stranger Link shall be entitled to recover cost sharing in the following manner. The cost of relocating the Stranger Links shall be distributed evenly to each Non-Stranger Link and be treated as a cost of moving that link for purposes of this Agreement and shall not automatically be considered a premium. Justification of Stranger Link Costs shall be made in the same way as set forth above in Section 7. Applicable justification methods, as described in Section 7.a and 7.b above, will be determined based on cost levels before allocation.

10. Cost Sharing Calculation Methodology. Cost sharing amounts shall be calculated in the following order:

- a. A determination shall first be made as to whether amounts are properly reimbursable (i.e., actually spent, premium or non-premium pursuant to Section 7) and this amount will be calculated for each Link in question.
- b. The cost of common support facilities will then be allocated pursuant to Section 8 above.
- c. The cost of Stranger Links will then be allocated pursuant to Section 9 above.

Examples of Cost Sharing calculations are attached hereto as Exhibit 2. This Exhibit is part of the Agreement and in the event of a conflict between the terms of the main portion of the Agreement and the methodology used in Exhibit 2, the Exhibit 2 methodology shall control.

11. Reimbursement. In the event that any Party recovers additional funds intended as relocation cost sharing at a time after the original cost sharing contemplated by this Agreement has occurred, that Party will reimburse the entity or entities that previously shared costs for their proportionate share of the recovery. The net effect of this reimbursement will be, with the exception of the specific circumstances set forth in Sections 6 and 7, that at any given stage all Parties sharing in costs for a given link will have shared equally.

In the event that any Party receives funds intended as Microwave Link or Network relocation cost sharing before another Party or Parties pays cost sharing contemplated by this Agreement, the benefit of the funds received from the non-party will be shared on a proportionate basis with the affected Parties.

If an Incumbent challenges the adequacy of relocation facilities after cost sharing relating to those facilities has been requested and made pursuant to this Agreement, the Party that had received such payments will return the payments to the Party making them pending final resolution of the Incumbent's complaint at which time cost sharing may again be requested.

12. Notice of Relocation. To be eligible for cost sharing under this Agreement, a relocation must be made pursuant to an agreement with an Incumbent which includes a provision identifying a date by which the Incumbent shall have decommissioned its Microwave Link(s). Once the agreement with an Incumbent is executed, the party relocating the Incumbent will give notice to the other Parties of the relocation agreement identifying the Link(s) in question. This notice will be given one hundred eighty (180) days before the date identified in the agreement for decommissioning of the Incumbent's Link(s) or if the decommissioning is scheduled to occur in less than 180 days from the date of the agreement with the Incumbent immediately upon signing that agreement. Notice will be in the form attached hereto as Exhibit 3. The party relocating the Incumbent will also give notice to the other Parties within 30 days of the completion of the relocation. Notice will be in the form attached hereto as Exhibit 4.

13. Notice of Cost Sharing Responsibility. A Party shall within thirty (30) days of meeting the requirements set forth in Section 1 above give written notice to the Party which has previously paid the relocation costs of the Incumbent of the Microwave Link in question. The notice shall state that the conditions of Section 1 have been met and that the Party giving notice is now currently responsible for sharing of relocation costs. Each Party shall certify to all other Parties, during the last week of each business quarter, that the notifications required by this paragraph have been made and were complete and accurate. This certification shall include a listing of all Microwave Links for which the Party has acquired cost sharing responsibility during the quarter. Failure to make this certification or include a listing of each Link in question shall constitute a waiver of the right to contest the validity and calculation of a cost sharing request and this waiver shall include a waiver of any right not to pay a relocation premium. The waiving party will in other words pay its share of all relocation costs actually paid whether premium or not.

14. No Retroactivity. This Agreement shall not apply to, and shall not require, the sharing of any relocation costs incurred pursuant to any agreement signed prior to September 28, 1995.

15. Payment Schedule. The Parties shall invoice the appropriate Party or Parties for all cost sharing amounts for which a Party becomes responsible during a given calendar quarter within 30 days after the end of such calendar quarter. At the time of invoicing, documentation sufficient to justify the expenditures shall also be provided. The Parties may offset from each other any undisputed amounts owed for a given quarter, and shall make any net payment within thirty days after receipt of an invoice, to the extent that such charges are not disputed.

In the event that any charges are disputed, written notice as provided herein shall be provided within thirty days after receipt of the subject invoice, specifying each charge that is disputed and the reason(s) for rejection. Within thirty days after the end of each calendar year, the arbitration procedures provided below shall be instituted by the Party or Parties rejecting any request for reimbursement of any invoice received during the previous calendar year. Failure to initiate such arbitration procedure within the required time period shall constitute a waiver of all such claims, and payment shall be immediately due and payable. Any disputed or late paid amounts shall bear interest from the initial date due at the Citibank prime rate + 2%, compounded annually, if it is later determined that such charges are justified.

16. Term. The term of this Agreement shall be ten (10) years after the date of the Agreement stated above, unless extended in writing by the Parties.

17. Termination. A Party may terminate participation in this Agreement during the term of the Agreement two hundred seventy (270) days after written notice is provided to the other Parties.

Termination of the Agreement shall not affect any Party's obligation to share in relocation costs pursuant to any relocation agreement signed prior to the effective date of any termination.

18. Representations and Warranties. Each Party represents and warrants to the other Parties, which representations and warranties shall survive the execution of this Agreement and the consummation of the transactions herein contemplated, that:

- a. it has full power and authority to execute and perform this Agreement;
- b. the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of such Party and is binding and enforceable against such Party in accordance with its terms;
- c. the execution, delivery and performance of this Agreement by such Party does not violate any provision of law, will not, with or without the giving of notice or the passage of time, conflict with or result in a breach of any of the terms or conditions of, or constitute a default under, any indenture, mortgage, agreement or other instrument to which it is a party or by which it is bound where such conflict, breach or default would have a materially adverse effect upon its ability to enter into or perform its obligations under this Agreement;
- d. there are no actions, suits or proceedings pending against such Party, or to its knowledge threatened against such Party, which might have a materially adverse effect upon its ability to enter into or perform its obligations under this Agreement;

e. it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.

19. Arbitration.

a. For reimbursement of costs. As provided above, any Party may institute arbitration procedures with regard to any request for payment that it believes is not justified under this Agreement. A copy of the notice initiating this procedure shall be sent to the following designated arbitration firm, or such other firm as is agreed upon in advance by all affected Parties:

JAMS / Endispute
700 11th Street N.W., Suite 450
Washington, D.C. 20001

The initial notice to the arbitrator shall include all documentation supporting the basis for rejecting the request for reimbursement, as well as a copy of this Agreement, and an explanation of the Party's position. Within thirty days thereafter, the other affected Party(ies) shall submit all documentation justifying their position and an explanation of their position. The arbitrator may obtain additional documentation from the Parties and/or retain an expert or experts to assist with resolving the dispute. Any arbitration hearing shall be limited to one day. The arbitrator shall render a decision within sixty days of the initial notice of arbitration. The Parties shall enter into such indemnification and other agreements as the arbitrator may reasonably request and shall otherwise cooperate fully with the arbitrator.

b. Other Disputes Related to the Agreement. Any other dispute related to this Agreement shall also be resolved by arbitration held through JAMS / Endispute, with the arbitration proceedings to be held in Washington, D.C. It is expressly agreed that if any portion(s) of this agreement is found unenforceable or invalid that the arbitration clause shall survive and that arbitration may include a claim of unjust enrichment of a Party.

c. General. For both arbitration procedures described above, any decision by the arbitrator shall be final and binding upon the involved Parties, without right of appeal, and may be entered as a judgment in any court having jurisdiction. The arbitrator shall require the Party(ies) who substantially lose to pay for the arbitrator's time and expenses, with each Party bearing its own costs and/or attorneys' fees.

20. Assignment. Each Party shall have the right, upon written notice to the other Parties, to assign this Agreement to an affiliate (an entity that it controls, is controlled by it, or is under common control with it), provided that such affiliate agrees in

writing to be bound by the terms of this Agreement, and provided that such assignment shall not relieve the assignor of its obligations under this Agreement. The assignor shall remain jointly and severally liable with the assignee for obligations incurred by the assignor and the assignee pursuant to this Agreement. A Party transferring all or substantially all of its assets shall assign its obligations hereunder as well, and also shall remain obligated hereunder. Otherwise, the Parties shall not have the right to assign their rights or obligations under this Agreement without the consent of the other Parties, which consent may be withheld for any reason or no reason.

21. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

22. Notice. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, sent by prepaid overnight express service with evidence of delivery, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the following:

a. If to AT&T Wireless:

Vahé Gabriel
AT&T Wireless Services, Inc.
5000 Carillon Point
Kirkland, WA 98033

with a copy to:

John Thompson
AT&T Wireless Services, Inc.
5000 Carillon Point
Kirkland, WA 98033

b. If to PCS PrimeCo:

Teresa Reid
PCS PrimeCo, L.P.
6 Campus Circle
Westlake, TX 76262

with a copy to:

General Counsel
PCS PrimeCo, L.P.
6 Campus Circle

Westlake, TX 76262

c. If to WirelessCo:

Robert Stedman
Sprint Telecommunications Venture
9221 Ward Parkway
Kansas City, MO 64114

with a copy to:

W. Richard Morris
P.O. Box 11315
Kansas City, MO 64112

d. If to PhillieCo:

Robert Stedman
Sprint Telecommunications Venture
9221 Ward Parkway
Kansas City, MO 64114

with a copy to:

W. Richard Morris
P.O. Box 11315
Kansas City, MO 64112

e. If to GTE Macro Communications Service Corporation:

John Woodward
GTE Macro Communications
600 Embassy Row, Suite 500
Atlanta, GA 30328

with a copy to:

Assistant General Counsel - Business Development
GTE Macro Communications
245 Perimeter Center Parkway
Atlanta, GA 30346

Copies of all notices or other communications (which shall not constitute notice hereunder) shall be sent simultaneously to counsel designated by the Parties above. A

Party may change its address for notice by providing written notice according to the above procedure. The date of receipt of any notice shall be deemed to be the next business day following the date the notice is sent, or the date actually received, whichever is earlier.

23. Relationship. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers or to impose upon any of them any liability as such. In addition, the Parties hereby acknowledge and agree they do not intend to create a partnership or association for federal or state tax purposes. Furthermore, the Parties acknowledge and agree that any negotiations with an Incumbent that, in fact, create a partnership or agency relationship among the Parties is beyond the scope of this Agreement. Additionally, this Agreement is limited to a sharing of expenses and no Party has any right to share in revenues or profits derived from another including revenues and profits from any Party's telecommunication licenses. The Parties may jointly agree to elect out of Subchapter K of the Internal Revenue Code ("IRC") pursuant to IRC Section 761(a) and the Regulations thereunder. For this purpose, the Parties, without prejudice to their position, agree that this Agreement is limited to a sharing of expense and they reserve the right to take in kind or dispose of any property produced, used etc. within the meaning of Treasury Regulation Section 1.761-2(a)(3)(ii).

The terms of this Agreement have been fully and jointly negotiated by the Parties with the assistance of their legal counsel and other experts as they have deemed appropriate. This Agreement shall not be construed for or against any Party due to its role in the drafting of the Agreement.

24. Entire Agreement. This Agreement constitutes the entire understanding between and among the Parties and supersedes any prior negotiations, understandings, or agreements regarding the subject matter hereof.

25. Modification. This Agreement shall not be changed, waived, released or discharged except by a writing signed by an officer or authorized representative of the Party(ies) that are bound thereby.

26. Binding Effect. Subject to the specific restrictions on assignment contained herein, this Agreement shall be binding upon and inure to the benefit of the successors and legal assigns of the Parties.

27. Further Assurances. The Parties shall execute and deliver such further instruments and perform such further acts as may reasonably be required to carry out the intent and purposes of this Agreement.

28. Severability. In the event any provision of this Agreement is held to be unenforceable, such unenforceability shall not affect any other provision hereof, and this Agreement shall be construed to the greatest extent possible as if such unenforceable

provision had never been contained herein, provided that the economic benefit of this Agreement to the Parties is not materially diminished.

29. **Reformation.** If the FCC should establish Incumbent microwave relocation cost sharing rules such that the FCC's required cost sharing plan would adversely affect the enforceability of this Agreement or the material benefits of this Agreement to the Parties, then the Parties hereto shall promptly negotiate in good faith to reform and amend this Agreement so as to eliminate or amend to make unobjectionable any portion that is the subject of any such FCC action. No Party shall make any proposal to the FCC that supports FCC action removing the material benefits of this Agreement. The Parties agree that a Party may approach the FCC concerning cost sharing by C, D, E and F band PCS licensees to the extent that any party has relocated or may relocate an incumbent's Microwave Link or network to the ultimate benefit of such C, D, E or F band licensee. Further, a Party may continue to support the public positions it has taken before the FCC or any other government body relating to microwave relocation costs.

30. **Headings.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the text of this Agreement.

31. **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

32. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one Agreement.

33. **Confidentiality.** The Parties will not provide to each other any non-public business plans, competitively sensitive information or other information that might in any way hinder competition between the Parties or with any competitor of any Party.

34. **Additional Parties.** Other parties shall be permitted to join in the agreed sharing of relocation costs pursuant to this Agreement and effective as of September 28, 1995, provided that they do so within 180 days from September 28, 1995. Nothing in this Agreement shall prevent any Party from negotiating, on its own behalf, for cost sharing with any other entity.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date hereinabove indicated.

AT&T WIRELESS

By: 

Its: SCOTT L. ANDERSON
SENIOR VICE PRESIDENT

WIRELESS CO.

By: _____
Its: _____

PHILLIECO

By: _____
Its: _____

PRIMECO

By: Ben J. Fuchs
Its: PRESIDENT & CEO

GTE

By: _____
Its: _____

WIRELESS CO.

By: Robert Stedman
Its: Microwave Relocation Manager

PHILLIECO

By: Robert Stedman
Its: Microwave Relocation Manager

PRIMECO

By: _____
Its: _____

GTE

By: _____
Its: _____

WIRELESS CO.

By: _____
Its: _____

PHILLIECO

By: _____
Its: _____

PRIMECO

By: _____
Its: _____

GTE

By: Donald M. Ze
Its: AVP, Network Engineering and Construction

Exhibit 1

Items included in cost sharing: radio terminal equipment (TX and/or RX - antenna, necessary feed lines, MUX/Modems); towers analysis; towers construction and/or modifications; back-up power equipment; monitoring or control equipment; engineering costs (site survey and evaluation, path survey, design criteria development, network design); installation; system testing; FCC filing costs; site acquisition and civil works; zoning costs; training; disposal of old equipment; test equipment (vendor required); spare equipment; project management; prior coordination notification (PCN); site lease renegotiation; required antenna upgrades for interference control; power plant upgrade; electrical grounding systems; HVAC; short-term alternative transport facility lease expense (up to one year); 10-year net present value of long-term alternative transport facility lease expense. Specifically excluded are expenses incurred by a Party in negotiating a relocation contract and a Party's own PCS system pre-engineering expenses.

EXHIBIT 2

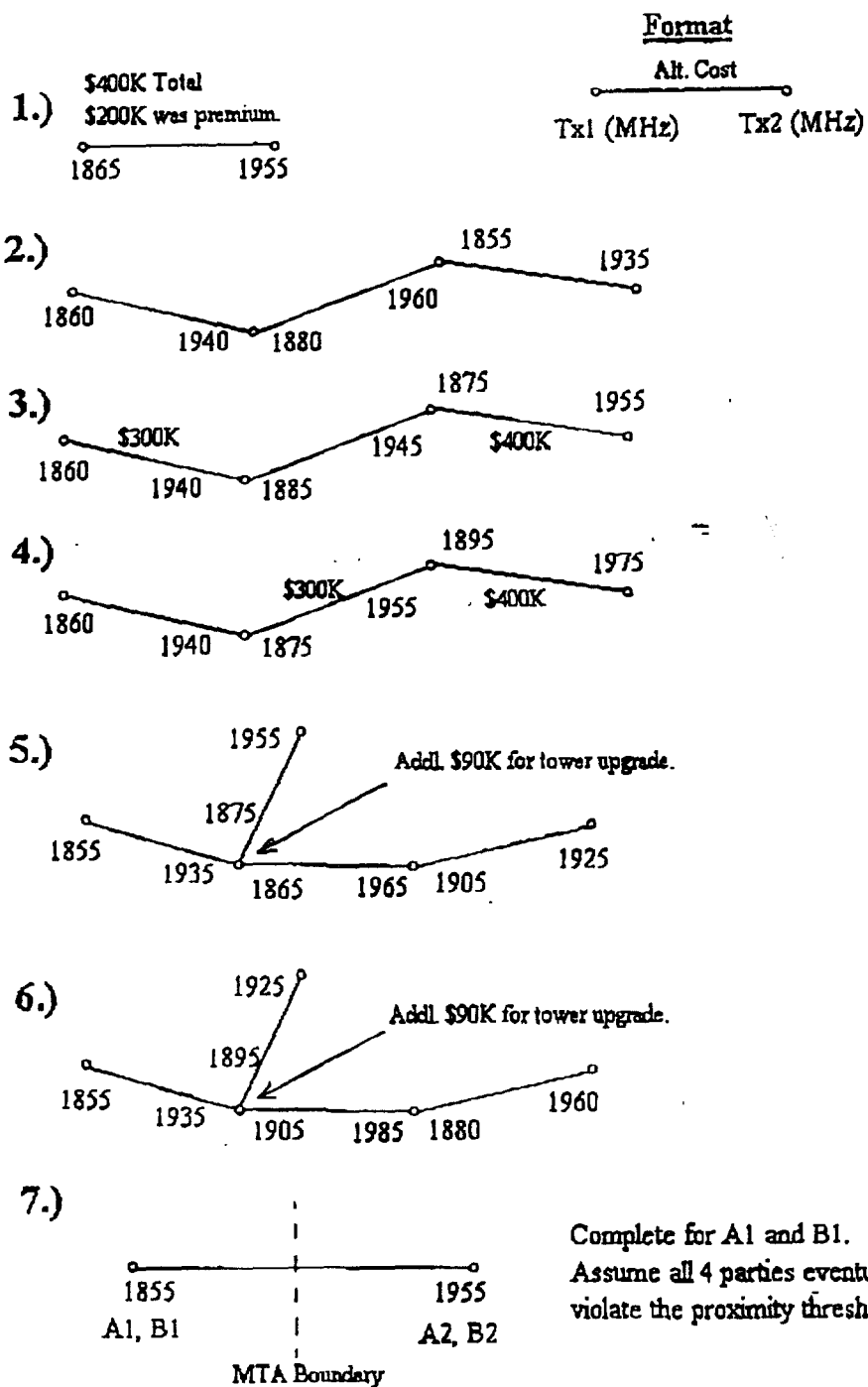


Exhibit 2

COST SHARING REIMBURSEMENT EXAMPLES (000s)										
Cost Sharing Example	Path ID	Preliminary Cost	Reimbursable Cost (1)	Additional Costs (2)	Stranger Links (3)	TOTAL (1+2+3)	A		B	
							Negotiates		Negotiates	
							<1yr	>1yr	<1yr	>1yr
#1	1 A/B	400	250	0	0	250	125.0	125.0	125.0	125.0
#2	1A	250	250	0	0	250	-	-	187.5	125.0
	1B	250	250	0	0	250	187.5	125.0	-	-
	1A	250	250	0	0	250	-	-	187.5	125.0
							187.5	125.0	375.0	250.0
#3	1A	300	300	0	0	300	-	-	225.0	150.0
	1A/B	250	250	0	0	250	125.0	125.0	125.0	125.0
	1B	400	400	0	0	400	300.0	200.0	-	-
							425.0	325.0	350.0	275.0
#4	1A	250	250	0	200	450	-	-	337.5	225.0
	1B	300	300	0	200	500	375.0	250.0	-	-
	1F/C	400	400	0	(400)	0	-	-	-	-
							375.0	250.0	337.5	225.0
#5	1A	250	250	30	83	363	-	-	272.5	181.7
	1B	250	250	30	83	363	272.5	181.7	-	-
	1A/B	250	250	30	83	363	181.7	181.7	181.7	181.7
	1C/U	250	250	0	(250)	0	-	-	-	-
							454.2	363.3	454.2	363.3
#6	1A	250	250	30	280	560	-	-	420.0	280.0
	1F/U	250	250	30	(280)	0	-	-	-	-
	1C	250	250	30	(280)	0	-	-	-	-
	1B	250	250	0	280	530	397.5	265.0	-	-
							397.5	265.0	420.0	280.0

Exhibit 2

							A1	A2	B1	B2
#7	1A/B		Transaction #1:	A1(AT&T) relocates path for \$250,000			(250)	-	-	-
Where:	A1=AT&T		Transaction #2:	B2(WirelessCo) turns on an FBS >1yr			125			(125)
	A2=GTE				Totals after Transaction #2		(125)	-	-	(125)
	B1=PrimeCo		Transaction #3:	A2(GTE) turns on an FBS >1yr			83	(83)		
	B2=WirelessCo						(42)			42
					Totals after Transaction #3		(83)	(83)	-	(83)
			Transaction #4:	B1(PrimeCo) turns on an FBS >1yr			63		(63)	
							(42)	21		21
					Totals after Transaction #4		(63)	(63)	(63)	(63)
		Total A or B	Allocated to A	Allocated to B						
#8	8A	8	8	0						
(no diagram)	1B	1	0	1						
	1A/B	1	0.5	0.5						
	6C	0	0	0						
	1A/C	1	1	0						
		11	9.5	1.5						
Therefore, total stranger links relocation costs are allocated 9.5/11 to A and 1.5/11 to B.										

EXHIBIT 3 (cont.)

Parameters:

Path 1 -

Approximate relocation cost (actual amounts will be reported in the 'Completion of Relocation Notice'): _____.

Approximate due date for completion (mo/yr): ____ / ____.

Additional comments: _____
_____.

Path 2 -

Approximate relocation cost (actual amounts will be reported in the 'Completion of Relocation Notice'): _____.

Approximate due date for completion (mo/yr): ____ / ____.

Additional comments: _____
_____.

.

Path n -

Approximate relocation cost (actual amounts will be reported in the 'Completion of Relocation Notice'): _____.

Approximate due date for completion (mo/yr): ____ / ____.

Additional comments: _____
_____.

- End of Notification.

EXHIBIT 3**Notification of Relocation Agreement**

This statement hereby notifies all affected parties that _____, the _____ Block Licensee of the _____ MTA has reached an agreement for microwave relocation per the below general parameters.

Affected Parties:

From the below listed microwave path information the following PCS licensees have been identified as potential Parties which will benefit, on a co-channel basis, from the signed relocation agreement.

_____ the _____ Block Licensee in the _____ MTA.
 _____ the _____ Block Licensee in the _____ MTA.
 _____ the _____ Block Licensee in the _____ MTA.

Microwave Site Info:

Incumbent Company Name: _____

Path 1 -

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
 _____ W
 Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
 _____ W

Path 2 -

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
 _____ W
 Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
 _____ W

Path n -

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
 _____ W
 Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
 _____ W

EXHIBIT 4**Completion of Relocation Notice**

This statement hereby notifies all affected parties that _____, the _____ Block Licensee of the _____ MTA has completed the removal of the below listed microwave paths from the PCS spectrum.

Microwave Site Info:

Incumbent Company Name: _____

Path 1 -

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
_____ W

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
_____ W

Path 2 -

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
_____ W

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
_____ W

Path n -

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
_____ W

Call Sign: _____ Rx Freq: _____ Coordinates: _____ N
_____ W

Parameters:

Upon meeting the requirements for cost sharing as described in the Agreement between AT&T, WirelessCo, PhillieCo, PrimeCo, and GTE dated September 27th, 1995 in relation to any of the above listed microwave coordinates please notify the following contact in writing. The cost sharing amount for all qualifying paths will then be invoiced at the end of the calendar quarter in accordance with the aforementioned Agreement

Contact:
Name
Company
Address
City/State/Zip

EXHIBIT 4 (cont.)

Path 1 -

Total amount subject to cost sharing for complete path relocation: _____.

Cost sharing reimbursement amount requested: _____.

Date of completion (mo/yr): ____ / ____.

Additional comments: _____
_____.

Path 2 -

Total amount subject to cost sharing for complete path relocation: _____.

Cost sharing reimbursement amount requested: _____.

Date of completion (mo/yr): ____ / ____.

Additional comments: _____
_____.

Path n -

Total amount subject to cost sharing for complete path relocation: _____.

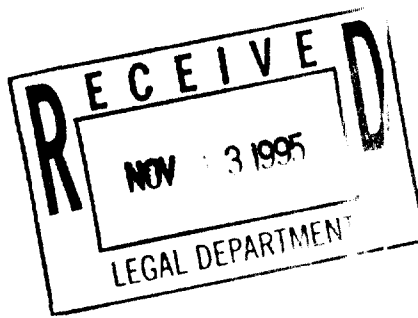
Cost sharing reimbursement amount requested: _____.

Date of completion (mo/yr): ____ / ____.

Additional comments: _____
_____.

- End of Notification.

Attachment 2



**Building The
Wireless Future**

CTIA

Cellular
Telecommunications
Industry Association
1250 Connecticut
Avenue, N.W.
Suite 200
Washington, D.C. 20036
202-785-0081 Telephone
202-331-8112 Fax
202-736-3213 Direct Dial

Thomas E. Wheeler
President / CEO

November 9, 1995

The Honorable Larry Pressler
Chairman, Committee on Commerce, Science and Transportation
United States Senate
243 Russell Senate Office Building
Washington, D.C. 20510-4101

Dear Chairman Pressler:

As one of the conferees with jurisdiction over the House Commerce Committee's PCS microwave relocation amendment to the reconciliation legislation, we wanted to provide you with the following information in further demonstration of the importance of the amendment.

Attached are examples of the actual abuses being perpetrated by the incumbent microwave licensees. I'm sure after reviewing this information you, too, will be convinced that "extortion" is the appropriate descriptive term and that Congressional action is warranted.

Consider, for instance, the Suffolk County, New York police department's demand (separately attached) for an \$18 million "inducement to consummate this negotiation in a timely manner." This in addition to a "total digital microwave upgrade" despite the fact that only one link in the police department's entire microwave network is in the spectrum of the PCS licensee to which the ultimatum was made.

Also attached is a collection of similar "bloody shirts". As you know, most of the PCS licensees are reluctant to go public with the extortion demands out of concern of reprisal or further unreasonable demands by some microwave licensees, as well as confidentiality agreements. As a result, CTIA established a procedure (modeled after the situation where a protected witness retains anonymity by wearing a ski-mask) whereby the anonymity of the PCS licensee would be protected through a third party "ski mask", in this case an accounting firm. The attached report is a collection of examples of abuse collected through this "ski-mask" process. As you will see, it is four pages of additional examples of extreme and unreasonable demands intended to delay the introduction of PCS service unless "ransom" is paid.

We hope that this information is helpful to you as you focus on this issue in the Conference Committee. The simple fact is that some microwave licensees are abusing the public trust of their license and thwarting the decision of the Congress to reallocate public spectrum to

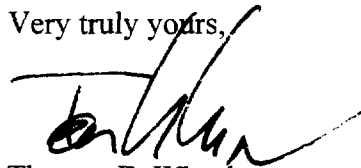
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higher uses for the benefit of taxpayers and consumers -- all for the short term gain of the microwave licensee.

The House Commerce Committee's amendment would help to eliminate the stranglehold which the microwave licensees have over the expansion of competitive wireless services. We urge you to retain it in the legislation reported from the Reconciliation Conference Committee.

Very truly yours,

A handwritten signature in black ink, appearing to read "Tom Wheeler", with a long horizontal flourish extending to the right.

Thomas E. Wheeler



Building the
wireless future

November 8, 1995

CTIA

Cellular
Telecommunications
Industry Association
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202-736-3213 Direct Dial

The Honorable Larry Pressler
Chairman
Committee on Commerce, Science and
Transportation
United States Senate
243 Russell Senate Office Building
Washington, DC 20510

Re: Relocation of 2 GHz Microwave Systems

Thomas E. Wheeler
President / CEO

Dear Senator Pressler:

I am writing to respond to materials sent to you by the law firm of Keller & Heckman regarding the relocation of microwave facilities in order to make way for new wireless PCS services. That information refers to the Cellular Telecommunications Industry Association's (CTIA) activities as a "big lie." The seriousness of that allegation deserves a serious response to what can only be described as a gross mischaracterization of the facts, first with regard to the activities of CTIA and the Personal Communications Industry Association (PCIA) and, secondly, the manner in which the authoring law firm -- Keller & Heckman -- conveniently obscures its role in perverting what Congress intended to be an expeditious and orderly relocation process.

Keller & Heckman alleges that the efforts of CTIA and PCIA in the matter of microwave relocation are solely attempts "to outdo each other in a life-or-death struggle to determine which association will emerge as the representative of the PCS industry."¹ To this we reply: Baloney! Both of our organizations have a responsibility to effectively and ethically represent our membership. When a law firm such as Keller & Heckman seeks to game the FCC's rules and delay the implementation of new wireless services everyone should cry foul as long and as hard as possible.

Enclosed are examples of the kind of extortion which Keller & Heckman denies. Most of these examples have to be submitted anonymously, out of fear of retribution by the microwave licensees. One of these examples is being made public, however.

¹ Letter of Jack Richards and Raymond A Kowalski, Keller & Heckman, to Hon. Larry Pressler, Chairman, Committee Commerce, Science and Transportation, United States Senate, with attachment entitled "Answering the Big Lie: Straight Talk on Microwave System Relocation," dated October 5, 1995 (October 5 Letter).